

UNITED STATES DEPARTMENT OF TRANSPORTATION
OFFICE OF HEARINGS
WASHINGTON DC

DEPT OF TRANSPORTATION
DOCKETS

04/21/2009 P 12:54

IN THE MATTER OF

STEPHEN J. HICKS

FAA DOCKET NO. CP08AL0004
(Civil Penalty Action)

DMS NO. FAA-2008-1058

RECEIVED
APR 20 2009
HEARING DOCKET

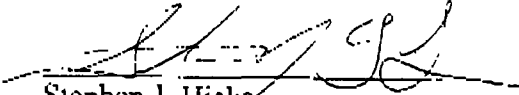
AFFIDAVIT OF STEPHEN J. HICKS

I, Stephen J. Hicks, being the respondent in the above referenced matter, being duly sworn depose and states as follows:

1. I gave the paperwork received from the FAA to my attorney that is currently representing me in a civil case (regarding the same facts and people in this case) and believed he would be representing me in this case. The attorney left on vacation in early December of 2008 and it was not until he returned to Alaska in January that he informed me he had not done anything with the FAA matter because I had never paid him a retainer.

2. I do not have an attorney representing me because I cannot afford it. The civil case I am currently in has drained me of what little money I had access to or could borrow. I am a recent college graduate with student loans amounting to over \$75,000.00 with payments over \$600.00 per month. I own a Champion GCB aircraft worth approximately \$35,000.00 but it as a \$45,000.00 lien on it by a person who financed the rebuilding of the aircraft. I drive a 1991 Subaru worth approximately \$1,800.00 and credit card debts of \$30,000.00 and \$2,000.00. I have no other assets except for some personal items such as camping gear, a rifle, etc.

Signed and sworn to me this 10th day of April, 2009.


Stephen J. Hicks



SUBSCRIBED AND SWORN to or affirmed before me at Anchorage,
Alaska, this 10th day of April, 2009.


NOTARY PUBLIC FOR THE STATE OF ALASKA
My Commission expires: November 28, 2009

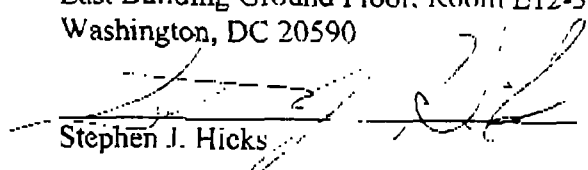
CERTIFICATE OF SERVICE

I certify that on April 10, 2009 the original and one copy of this document was delivered
by U.S. Mail to:

Hearing Docket
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, DC 20591

And one copy, via U.S. Mail, to:
Glenn H. Brown, Senior Attorney
Office of the Regional Counsel, AAL-7
Alaskan Region
Federal Aviation Administration
222 West 7th Avenue, Box 14
Anchorage, Ak 99513-7587; and

The Honorable Richard C. Goodwin
Office of Hearing, M-20
U.S. Department of Transportation
1200 New Jersey Avenue, S.E.
East Building Ground Floor, Room E12-320
Washington, DC 20590


Stephen J. Hicks

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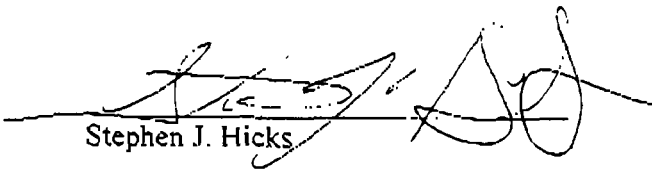
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RESPONSE TO SHOW CAUSE

The order to show cause is based on me filing an answer and response to interrogatories late in this case. The reason I filed the complaint late was that I had given the paperwork to my attorney that is representing me in a civil case (regarding the same facts and people in this case) and believed he would be representing me in this case. The attorney left on vacation in early December and it was not until he returned to Alaska in January that he informed me he had not done anything with the FAA matter because I had never paid him a retainer.

I still do not have an attorney because the civil case mentioned above has drained what little money I had available or could borrow. I am a recent college graduate with student loans amounting to over \$75,000.00 with payments over \$600.00 per month. I own an Champion GCB aircraft worth approximately \$35,000.00 with a \$45,000.00 lien on it by a person who financed the rebuilding of the aircraft. I drive a 1991 Subaru worth approximately \$1,800.00 and credit card debts of \$30,000.00 and \$2,000.00. I have no other assets except for some personal items such as camping gear, a rifle, etc.

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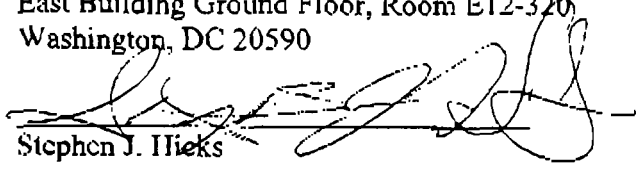
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STEPHEN J. HICKS

**FAA DOCKET NO. CP08AL0004
(Civil Penalty Action)**

DMS NO. FAA-2008-1058

**ANSWERS TO COMPLAINANT'S FIRST SET OF REQUESTS FOR
ADMISSION, INTERROGATORIES, AND
REQUESTS FOR PRODUCTION OF DOCUMENTS**

ANSWER TO REQUEST FOR ADMISSION NO. 1:

ANSWER: I do not have the information necessary to confirm or deny the
allegation.

ANSWER TO REQUEST FOR ADMISSION NO. 2:

ANSWER: Admitted.

ANSWER TO REQUEST FOR ADMISSION NO. 3:

ANSWER: Admitted.

ANSWER TO REQUEST FOR ADMISSION NO. 4:

ANSWER: Admitted.

ANSWER TO REQUEST FOR ADMISSION NO. 5:

ANSWER: Admitted.

ANSWER TO REQUEST FOR ADMISSION NO. 6:

ANSWER: Admitted.

ANSWER TO REQUEST FOR ADMISSION NO. 7:

ANSWER: Denied.

ANSWER TO REQUEST FOR ADMISSION NO. 8:

ANSWER: Denied. The aircraft had gone through an inspection in accordance with part 43 of the FAR and approved for return to service an authorized person, aircraft mechanic Mark Webb, who represented to me the aircraft was airworthy.

ANSWER TO REQUEST FOR ADMISSION NO. 9:

ANSWER: Denied. Mr. Webb testified under oath he had filled out the appropriate entries but had not placed the "stickers" in the maintenance log books of the aircraft. Mr. Webb represented to me the aircraft was airworthy and released the aircraft to me as such. It is was only when Mr. Webb and his wife and I got into a dispute over the bill, in October, that Mr. Webb informed me that he did not "sign off" the maintenance books. Mr. Webb stated under oath that this was his common practice.

ANSWER TO REQUEST FOR ADMISSION NO. 10:

ANSWER: Denied. See answer to No. 9.

ANSWER TO REQUEST FOR ADMISSION NO. 11:

ANSWER: a. Denied.

b. I do not have enough information to either confirm or deny the statement. Mr. Webb represented to me the aircraft was airworthy.

c. I do not have enough information to either confirm or deny the statement. Mr. Webb represented to me the aircraft was airworthy.

d. I do not have enough information to either confirm or deny the statement. Mr. Webb represented to me the aircraft was airworthy.

ANSWER TO REQUEST FOR ADMISSION NO. 12:

ANSWER: Denied.

ANSWER TO REQUEST FOR ADMISSION NO. 13:

ANSWER: Denied. Mr. Webb represented to me the aircraft was airworthy and the appropriate entries made.

ANSWER TO REQUEST FOR ADMISSION NO. 14:

ANSWER: Denied.

ANSWER TO REQUEST FOR ADMISSION NO. 15:

ANSWER: I do not have information to either confirm or deny the statement.

ANSWER TO REQUEST FOR ADMISSION NO. 16:

ANSWER: The aircraft was damaged during take-off from a "bush strip" and the flight was continued direct to Birchwood where it was repaired by Mr. Webb. The remainder of the statement is denied.

ANSWER TO REQUEST FOR ADMISSION NO. 17:

ANSWER: I do not have enough information to either confirm or deny the statement. I believe there were several flights during that time period.

ANSWER TO REQUEST FOR ADMISSION NO. 18:

ANSWER: Denied.

ANSWER TO REQUEST FOR ADMISSION NO. 19:

ANSWER: Admitted to the extent that I flew part 91 for Don's Guide Services during that time period as a big game guide carrying clients and gear to hunting areas and guiding them.

ANSWER TO REQUEST FOR ADMISSION NO. 20:

ANSWER: Denied.

ANSWERS TO COMPLAINANT'S INTERROGATORIES AND REQUEST FOR PRODUCTION

ANSWER TO INTERROGATORY No. 1: Attached is a CD with a copy of an Amended Answer and Counterclaim filed by me in response to a complaint filed by John Mark Air Repair LLC. Also on the CD are transcripts of Mr. Webb's and Ms. Falcone's depositions as well as the transcript of a hearing where the three of us testified. The transcripts show the inconsistencies in Mr. Webb's and Ms. Falcone's stories and out and out lies. The counterclaim explains what happened between me, Mr. Webb, and his wife Ms. Falcone. In brief, Mr. Webb has a history of holding hostage the maintenance books of aircraft owner log books and extorting money out of them. I have eight (8) witnesses that will testify to this in the civil trial. In addition, I had no problem with Mr. Webb and Ms. Falcone until after I flew that particular hunting season and refused to pay them for charges over and above what they said they would charge me. It was only then that they told me the log books were not signed off. In a deposition, Mr. Webb admitted the paperwork was completed on stickers ready to put in the log book, but technically not "signed off" because they were not signed and placed in the log book.

With regard to the statement I was "commercial flying", I flew clients and their hunting gear into remote strips back by Knik glacier outside of Anchorage under part 91 as a pilot-guide, not as an air carrier or operator; just as other hunting guides and pilots in Alaska do with clients. The flying was incidental to the guiding operation.

ANSWER TO INTERROGATORY No. 2:

At the time of the flights Mr. Webb released the aircraft to me and represented to me the aircraft was airworthy. It was only afterward, when we got into a dispute over the bill that Mr. Webb stated the aircraft was not signed off. I never flew the aircraft after he stated the aircraft had never been "signed off." Mr. Webb did state in his deposition that all the maintenance was completed appropriately, but not airworthy only because he had not put the final signature in the maintenance log books.

ANSWER TO INTERROGATORY No. 3:

I am unsure of the legal definitions of "employee" and "independent contractor". I have guided for Don's Guide Services for several years, the last couple of years with my airplane.

ANSWER TO INTERROGATORY No. 4:

A. Don Schwandt
(719) 591-8934

Mr. Schwandt is expected to testify to the facts surrounding the contract with John Mark Air Repair LLC regarding repairs and modifications to the aircraft at issue as well as "JMARS's" billing practices and payment of bills by me.

B. Stephen Borcharding
43787 Beaver Meadow Road
Sterling, VA 20166
(703) 661-6086

Mr. Borcharding is expected to testify to the facts surrounding the contract with JMARS regarding repairs and modifications to the aircraft at issue as well as JMARS's billing practices and payment of bills by defendant or his financiers. Also, that JMARS released the airplane to Mr. Hicks as airworthy.

C. L.C. Billingsley, Jr
3201 West Riverdell Dr
Wasilla, AK 99654
(907) 376-3044

Mr. Billingsley will testify to Mr. Webb's and Ms. Falcone's billing practice, maintenance standards, and fraudulent acts.

D. James Fultz
P.O. Box 770064
Eagle River, Ak 99577
(907) 3014315

Mr. Fultz is expected to testify to Mr. Webb's and Ms. Falcone's billing practice, maintenance standards, and fraudulent acts.

E. Al George
Anchorage, AK 99517
(907) 245-1334

Mr. George is expected to testify to Mr. Webb's and Ms. Falcone's billing practice, maintenance standards, and fraudulent acts.

F. Paul Andrews
P.O. Box 671154
Chugiak AK 99567
(907)-688-2551

Mr. Andrews is expected to testify to Mr. Webb's and Ms. Falcone's billing practice, maintenance standards, and fraudulent acts.

G. Ray Sharp
12305 Center St
Eagle River, AK 99577
(907) 694-4896

Mr. Sharp is expected to testify to Mr. Webb's and Ms. Falcone's billing practice, maintenance standards, and fraudulent acts.

H. Michael D. Jones
19921 Highland Ridge Dr.
Eagle River, AK 99577
(907) 907 696-0661

Mr. Jones is expected to testify to Mr. Webb's and Ms. Falcone's billing practice, maintenance standards, and fraudulent acts.

I. Frederick L. Hansen
3751 Chestnut Lane
Wasilla, Ak 99654
(907) 907 696-0661

Mr. Hansen is expected to testify to Mr. Webb's and Ms. Falcone's billing practice, maintenance standards, and fraudulent acts.

ANSWER TO REQUEST FOR PRODUCTION No. 5:

See attached.

ANSWER TO INTERROGATORY No. 6:

I have no expert witnesses yet.

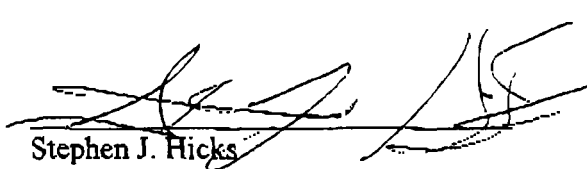
ANSWER TO INTERROGATORY No. 7

I just graduated from college and have substantial student loans in excess of \$75,000.00. I owe my attorney in the ongoing civil case with Mr. Webb and Ms. Falcone over \$15,000.00. I work for Alaska Central Express earning less than \$2000.00 per month on the average. I usually guide hunters during the spring and fall but my job with ACE will not allow me to work as a guide this year. I own no property and drive a 1991 Subaru worth approximately \$1,800.00. I have credit card debts of \$30,000.00 and \$2,000.00. I own a Champ GCB worth approximately \$35,000.00 but a personal lender who financed the rebuilding of the aircraft has a lien on the aircraft for \$45,000.00. I have no other assets except for some personal items such as hunting and camping equipment, rifle, etc.

ANSWER TO REQUEST FOR PRODUCTION No. 8.

See attached.

DATED this 10th day of April, 2009



Stephen J. Hicks

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Stephen J. Hicks

BARTON M. TIERNAN

ATTORNEY AT LAW

P.O. Box 93144 · Anchorage, Alaska 99509-3144 · (907) 277-7657 · Fax (907) 274-1725

April 9, 2009

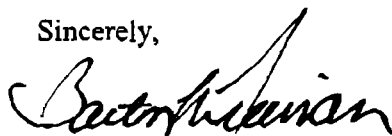
To whom it may concern:

Stephen J. Hicks owes me over \$15,000.00 in attorney fees and costs incurred defending him in the ongoing Alaska district court case John Mark Air Repair, LCC v. Steven Hicks.

Further, because of this debt and lack of funds for any measure of a retainer, I am not able to represent Mr. Hicks in the administrative action by the Federal Aviation Administration.

Please telephone me if you have any further questions.

Sincerely,



Barton M. Tiernan, Esq.

cc: S. Hicks

ALASKADVANTAGE PROGRAMS

ALASKA COMMISSION ON POSTSECONDARY EDUCATION
PO Box 110505 Juneau, Alaska 99811-0505

PHONE: 800-441-2962
In Juneau: 907-435-2962
FAX: 907-435-5316
<http://akadvantage.alaska.gov>
Customer.Service@alaska.gov

DISCLOSURE STATEMENT

Alaska Commission on Postsecondary Education
(The creditor making these disclosures)

Education Loan No 5950470552AL00

01/05/09

STEPHEN J HICKS
8680 SOMMERS PL
ANCHORAGE, AK 99502-3910

Loan No.	Amount Financed	ANNUAL** PERCENTAGE RATE	FINANCE*** CHARGES	Loan No.	Amount Financed	ANNUAL PERCENTAGE RATE	FINANCE CHARGES
03	5,338.34	8.300	3,908.70	05	5,295.73	8.000	3,717.23
06	4,798.62	8.000	3,367.78	07	10,534.87	7.800	7,181.29

Total to be repaid: 44,142.56 (This is the amount you will have paid when you have made all scheduled payments.)

Your payment schedule will be:

Number of Payments	Payment amount	When payments are due
176	250.81	Monthly, beginning 04/05/09

*The amount financed is the amount of credit provided to you or on your behalf. This amount includes any interest scheduled to be capitalized. At your request, an itemization of this amount will be provided to you under separate cover.

**The cost of your credit as a yearly rate.

***The finance charge is the dollar amount that the credit will cost you and is calculated assuming all payments are made when and as due.

The ANNUAL PERCENTAGE RATE may increase during the term of this transaction on variable rate loans if the index to the average of the bond equivalent rates reported for 91-day US Treasury Bills auctioned during the preceding calendar year increases as determined by the interest calculation formula. Any increase will take the form of higher payment amounts or more payments of the same amount.

Late Fees:

A late fee of \$10 may be charged in each month that you are more than 15 days past due on your payment schedule.

Prepayment:

At any time, this loan may be pre-paid without penalty. You will not be entitled to a refund of any part of the origination fee.

Reference:

See your promissory note for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment. In the event of default, your interest rate may be raised to 10%. This obligation has a demand feature.

No. 4196

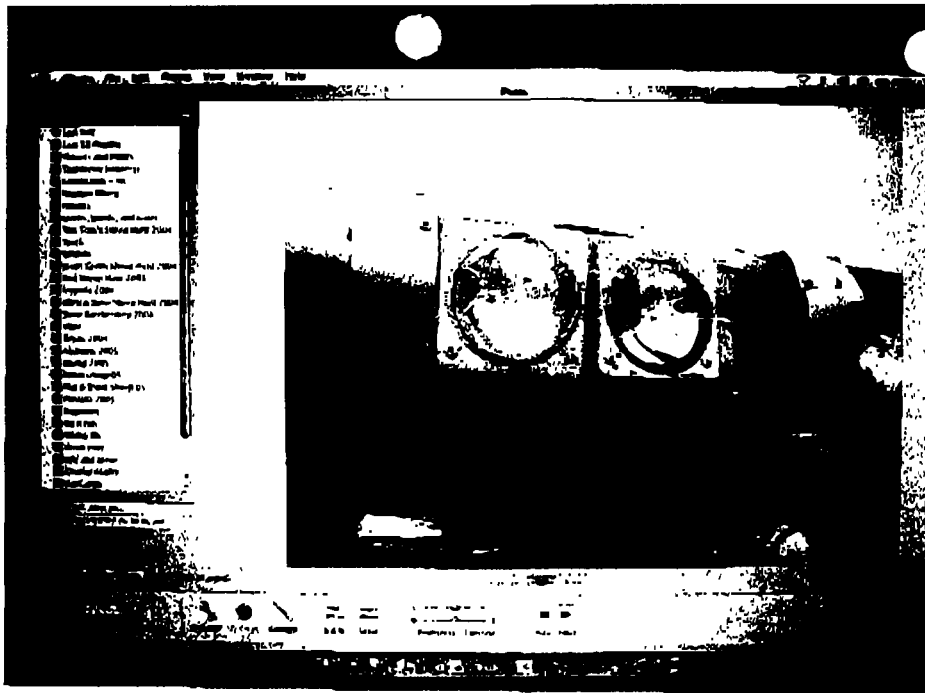
Effective: 07/07/2008

Expires: 12/31/2009

STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY, & ECONOMIC DEVELOPMENT
Division of Corporations, Business and Professional Licensing
Big Game Commercial Services Board

Certifies that
STEPHEN J. HICKS
Is A Licensed
ASSISTANT GUIDE

Not authorized to contract a guided or outfitted big game hunt Commissioner: Emil Notti



BARTON M. TIERNAN
ATTORNEY AT LAW

P.O. Box 93144 · Anchorage, Alaska 99509-3144 · (907) 277-7657 · Fax (907) 274-1725

April 9, 2009

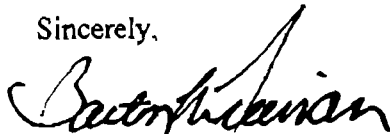
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Sincerely,



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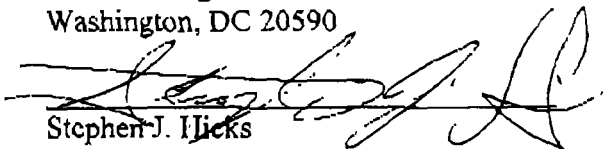
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Stephen J. Hicks

ANSWER TO REQUEST FOR PRODUCTION No. 5:

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ANSWER TO INTERROGATORY No. 6:

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ANSWER TO REQUEST FOR ADMISSION NO. 20:

ANSWER: Denied.

ANSWERS TO COMPLAINANT'S INTERROGATORIES AND REQUEST FOR PRODUCTION

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ANSWER TO REQUEST FOR ADMISSION NO. 13:

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ANSWER: Denied. See answer to No. 9.

ANSWER TO REQUEST FOR ADMISSION NO. 11:

ANSWER: a. Denied.

b. I do not have enough information to either confirm or deny the statement. Mr. Webb represented to me the aircraft was airworthy.

c. I do not have enough information to either confirm or deny the statement. Mr. Webb represented to me the aircraft was airworthy.

d. I do not have enough information to either confirm or deny the statement. Mr. Webb represented to me the aircraft was airworthy.

UNITED STATES DEPARTMENT OF TRANSPORTATION
OFFICE OF HEARINGS
WASHINGTON DC

IN THE MATTER OF

STEPHEN J. HICKS

FAA DOCKET NO. CP08AL0004
(Civil Penalty Action)

DMS NO. FAA-2008-1058

**ANSWERS TO COMPLAINANT'S FIRST SET OF REQUESTS FOR
ADMISSION, INTERROGATORIES, AND
REQUESTS FOR PRODUCTION OF DOCUMENTS**

ANSWER TO REQUEST FOR ADMISSION NO. 1:

ANSWER: I do not have the information necessary to confirm or deny the
allegation.

ANSWER TO REQUEST FOR ADMISSION NO. 2:

ANSWER: Admitted.

ANSWER TO REQUEST FOR ADMISSION NO. 3:

ANSWER: Admitted.

ANSWER TO REQUEST FOR ADMISSION NO. 4:

ANSWER: Admitted.

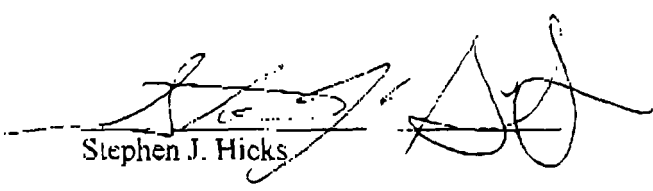
ANSWER TO REQUEST FOR ADMISSION NO. 5:

ANSWER: Admitted.

ANSWER TO REQUEST FOR ADMISSION NO. 6:

ANSWER: Admitted.

DATED this 10th day of April, 2009



Stephen J. Hicks

CERTIFICATE OF SERVICE

I certify that on April 10, 2009 the original and one copy of this document was delivered by U.S. Mail to:

Hearing Docket
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, DC 20591

And one copy, via U.S. Mail, to:
Glenn H. Brown, Senior Attorney
Office of the Regional Counsel, AAL-7
Alaskan Region
Federal Aviation Administration
222 West 7th Avenue, Box 14
Anchorage, Ak 99513-7587; and

The Honorable Richard C. Goodwin
Office of Hearing, M-20
U.S. Department of Transportation
1200 New Jersey Avenue, S.E.
East Building Ground Floor, Room E12-320
Washington, DC 20590



Stephen J. Hicks

**UNITED STATES DEPARTMENT OF TRANSPORTATION
OFFICE OF HEARINGS
WASHINGTON DC**

IN THE MATTER OF

STEPHEN J. HICKS

**FAA DOCKET NO. CP08AL0004
(Civil Penalty Action)**

DMS NO. FAA-2008-1058

RESPONSE TO SHOW CAUSE

The order to show cause is based on me filing an answer and response to interrogatories late in this case. The reason I filed the complaint late was that I had given the paperwork to my attorney that is representing me in a civil case (regarding the same facts and people in this case) and believed he would be representing me in this case. The attorney left on vacation in early December and it was not until he returned to Alaska in January that he informed me he had not done anything with the FAA matter because I had never paid him a retainer.

I still do not have an attorney because the civil case mentioned above has drained what little money I had available or could borrow. I am a recent college graduate with student loans amounting to over \$75,000.00 with payments over \$600.00 per month. I own an Champion GCB aircraft worth approximately \$35,000.00 with a \$45,000.00 lien on it by a person who financed the rebuilding of the aircraft. I drive a 1991 Subaru worth approximately \$1,800.00 and credit card debts of \$30,000.00 and \$2,000.00. I have no other assets except for some personal items such as camping gear, a rifle, etc.



STEVE HICKS

Account Number: 4706 2000 0050 5599

Your Alaska Airlines® Visa Signature® Card

New Balance \$28,516.47 Past Due Amount \$3,277.54

Revolving Line	\$0.00	Available Revolving Line	\$0.00
Cash Limit	\$0.00	Available Cash	\$0.00
Minimum Payment	\$604.19	Billing Date	03/24/05
Total Minimum Payment Due	\$14,120.66	Payment Due Date	04/18/05

24-Hour Customer Service 1.800.552.7302 Pay online! Visit
For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

Monthly Summary of Alaska Airlines Credit Card Rewards

Purchase Miles Earned This Period	0
Promotional Miles and Adjustments	0
Miles Reported to Alaska Airlines	0

For Mileage Plan Information: 1.800.654.5669

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
Mar 21	Mar 21		LATE PAYMENT FEE	\$39.00
Mar 24	Mar 24		PERIODIC FINANCE CHARGE	\$594.19

Account Summary

Previous Balance		\$27,883.28
Purchases	+	\$0.00
Cash Advances	+	\$0.00
Other Debits	+	\$39.00
Credits	-	\$0.00
FINANCE CHARGE	+	\$594.19
Payments	-	\$0.00
New Balance	=	\$28,516.47
Past Due Amount	=	\$3,277.54

Please return remittance coupon
with your payment ↓

Bank of America

0040000 1412066 2851647 4706200000505599



BANK OF AMERICA
PO BOX 5270
CAROL STREAM IL 60197-5270



2637 1 AV .278 03-2324-2320-00MS-031-T-036



STEVE HICKS
14444 DON CIR
EAGLE RIVER, AK 99577-9235



⑆524022250⑆00760000505599⑈

Bank of America

Customer Corner

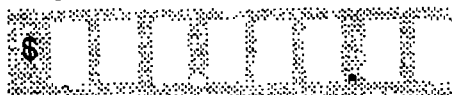
In accordance with your Cardholder Agreement, your account will remain in Penalty Rate pricing, since we did not receive your minimum payment on time. We look forward to returning your account to its regular interest rates upon receiving six consecutive months of on-time payments without going past due.

Payment Coupon

Account Number	4706 2000 0050 5599
Payment Due Date	04/18/05
Total Minimum Payment Due	\$14,120.66

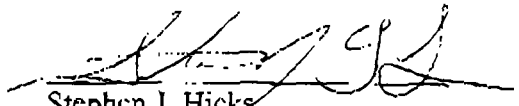
New Balance: \$28,516.47

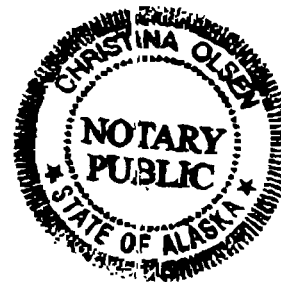
Amount Enclosed



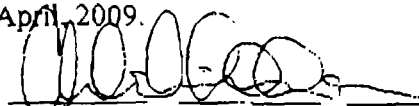
Make check or money order payable to Bank of America.

Signed and sworn to me this 10th day of April, 2009.


Stephen J. Hicks



SUBSCRIBED AND SWORN to or affirmed before me at Anchorage,
Alaska, this 10th day of April, 2009.


NOTARY PUBLIC FOR THE STATE OF ALASKA
My Commission expires: November 28, 2009

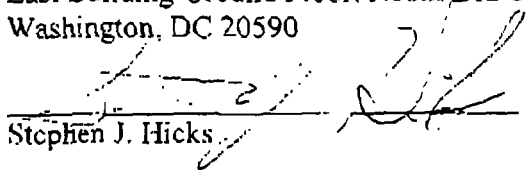
CERTIFICATE OF SERVICE

I certify that on April 10, 2009 the original and one copy of this document was delivered
by U.S. Mail to:

Hearing Docket
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, DC 20591

And one copy, via U.S. Mail, to:
Glenn H. Brown, Senior Attorney
Office of the Regional Counsel, AAL-7
Alaskan Region
Federal Aviation Administration
222 West 7th Avenue, Box 14
Anchorage, Ak 99513-7587; and

The Honorable Richard C. Goodwin
Office of Hearing, M-20
U.S. Department of Transportation
1200 New Jersey Avenue, S.E.
East Building Ground Floor, Room B12-320
Washington, DC 20590


Stephen J. Hicks

UNITED STATES DEPARTMENT OF TRANSPORTATION
OFFICE OF HEARINGS
WASHINGTON DC

IN THE MATTER OF

STEPHEN J. HICKS

FAA DOCKET NO. CP08AL0004
(Civil Penalty Action)

DMS NO. FAA-2008-1058

AFFIDAVIT OF STEPHEN J. HICKS

I, Stephen J. Hicks, being the respondent in the above referenced matter, being duly sworn depose and states as follows:

1. I gave the paperwork received from the FAA to my attorney that is currently representing me in a civil case (regarding the same facts and people in this case) and believed he would be representing me in this case. The attorney left on vacation in early December of 2008 and it was not until he returned to Alaska in January that he informed me he had not done anything with the FAA matter because I had never paid him a retainer.

2. I do not have an attorney representing me because I cannot afford it. The civil case I am currently in has drained me of what little money I had access to or could borrow. I am a recent college graduate with student loans amounting to over \$75,000.00 with payments over \$600.00 per month. I own a Champion GCB aircraft worth approximately \$35,000.00 but it has a \$45,000.00 lien on it by a person who financed the rebuilding of the aircraft. I drive a 1991 Subaru worth approximately \$1,800.00 and credit card debts of \$30,000.00 and \$2,000.00. I have no other assets except for some personal items such as camping gear, a rifle, etc.

STAFFORD REPAYMENT OBLIGATION



ACS Inc.
P.O. Box 7051
Utica NY 13504-7051
(800) 835-4611

BT150S XXX-XX-9042-2

FEBRUARY 28, 2009

STEPHEN J HICKS
8680 SOMMERS PL
ANCHORAGE

AK 99502-3910

For value received, I promise to pay to the order of the
at its service's address printed above, the principal sum of

SLFC-GOAL FUNDING II

\$27,200.81

Page Of 1

in United States currency with daily simple interest thereon at the rate and in accordance with the repayment schedule set forth below. If I fail to pay any of these amounts when they are due, I will also pay all charges and other costs - including reasonable attorney fees - that are permitted by law and that are necessary for the collection of these amounts. I also agree to pay all amounts (including interest) outstanding on my student loan(s) which are unpaid as of the date the repayment period begins or resumes. This document incorporates the repayment obligation(s) under original Promissory Note(s) pertaining to the loans listed below. I understand that my obligation is subject to the terms and conditions of such Promissory Note(s), each of which is still in effect in accordance with its terms. The liability of any Endorser(s) on such Promissory Note(s) is not released.

LOANS TO WHICH THIS REPAYMENT OBLIGATION IS APPLICABLE

LOAN DATE	LOAN AMOUNT	INTEREST RATE(%) *	GUARANTOR	LOAN DATE	LOAN AMOUNT	INTEREST RATE(%) *	GUARANTOR
8/21/02	2,750.00	4.21	EAC				
8/21/02	2,500.00	4.21	EAC				
1/08/03	2,750.00	4.21	EAC				
1/08/03	2,500.00	4.21	EAC				
8/20/03	2,750.00	4.21	EAC				
1/06/04	2,750.00	4.21	EAC				
8/20/04	3,750.00	4.21	EAC				
1/19/05	3,750.00	4.21	EAC				

* 8/10 indicates that the annual rate is 8% through the first four years of repayment and is 10% beginning with the fifth year of repayment for the remainder of a repayment period. The first four years of repayment include periods of deferment and forbearance. Deferments and forbearances do not extend the period during which the 8% rate is charged. I understand that installments of principal may be deferred if I qualify for one of the deferment conditions listed on the Statement of Rights and Responsibilities printed on the reverse side of this form. I must provide proper documentation to the Lender to support any deferment status.

I further agree to observe regulations relating to the loan(s) and to inform the lender promptly in writing of any changes occurring in my home address or changes affecting my eligibility for deferment. I also will inform the lender promptly in writing of any change in the address of any Endorser(s) on my Promissory Note(s). All payments and other correspondence are to be sent to the servicer named above. I hereby authorize the Lender to obtain enrollment and address information from any of the schools in which I am accepted for enrollment, am enrolled, or was enrolled.

I understand that the acceptance by the Lender of any delinquent installment(s) shall not constitute a waiver of any rights of the Lender. Should there be a failure to make any installment payment hereunder when due, the unpaid balance shall become immediately due and payable at the option of the Lender.

I understand that consolidation or refinancing options may be available for STAFFORD, SLS Program, Plus Program, Perkins Loan Program, Health Professor Student Loan Program, and other educational loan programs. For further information, I should contact my servicer named above.

PREPAYMENT: If I pay off all or part of this obligation early, I will not have to pay a penalty.

LATE CHARGE: If a payment is late by more than 10 days, I may be subject to a late charge of 6 cents for each dollar of each late installment.

INSURANCE: I may be charged an insurance premium during repayment. I should refer to my Promissory Note(s) for further information.

NO. OF PAYMENTS	AMOUNT OF PAYMENT	DUE MONTHLY BEGINNING	NO. OF PAYMENTS	AMOUNT OF PAYMENT	DUE MONTHLY BEGINNING	AMOUNT TO BE PAID
103	\$313.23	3/28/09				1. Unpaid Principal Balance \$26,372.08
1	\$235.54	10/28/17				2. Plus Accrued Unpaid Interest Capitalized \$828.73
						3. Equals Principal Amount To Be Paid \$27,200.81
						4. Plus Accrued Unpaid Interest not Capitalized \$0.00
						5. Plus Projected Interest To Be Paid During Repayment \$5,297.42
						6. Equals Projected Total Amount To Be Paid \$32,498.23

DATE REPAYMENT PERIOD BEGINS OR RESUMES 3/12/09

CAVEAT

All payments for the repayment period are due on the same day of the month as the initial payment. If a payment is not made as scheduled (e.g., if I am late in making a payment or if I am entitled to a deferment) or if, under applicable law, payments should have commenced on a date other than as listed in the repayment schedule, the Lender will adjust the repayment schedule and if permitted by law may capitalize unpaid accrued interest.

The information disclosed is based on the assumption that, as of the date the first payment is due under the repayment schedule, all payments due prior to such date will have been made as scheduled. The Lender will not collect or attempt to collect from me any portion of the interest due hereunder which is payable by the United States Secretary of Education. This repayment obligation will be not protected according to Federal Law (20 USC 1071 to 1087-4) and Regulations (34CFR 682), applicable state law and regulations governing the Federal Family Education Loan Program and the terms of the Promissory Note(s) which I have signed.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

SIGNATURE OF BORROWER

DATE

PERMANENT ADDRESS

CITY

STATE

ZIP CODE

☐ Check here if this is a new address

(C511)

ALASKA VANTAGE PROGRAMS

ALASKA COMMISSION ON POSTSECONDARY EDUCATION
PO Box 110505 Juneau, Alaska 99811-0505

PHONE: 800-441-2962
In Juneau: 907-465-2962
FAX: 907-465-5316
<http://akadvantage.alaska.gov>
Customer.Service@alaska.gov

DISCLOSURE STATEMENT

Alaska Commission on Postsecondary Education
(The creditor making these disclosures)

Education Loan No 5950470552AL00

01/05/09

STEPHEN J HICKS
8680 SOMMERS PL
ANCHORAGE, AK 99502-3910

Loan No.	Amount* Financed	ANNUAL** PERCENTAGE RATE	FINANCE*** CHARGES	Loan No.	Amount* Financed	ANNUAL** PERCENTAGE RATE	FINANCE*** CHARGES
03	5,338.34	8.300	3,908.70	05	5,295.73	8.000	3,717.23
06	4,798.62	8.000	3,367.78	07	10,534.87	7.800	7,181.29

Total to be repaid: 44,142.56 (This is the amount you will have paid when you have made all scheduled payments.)

Your payment schedule will be:

Number of Payments	Payment amount	When payments are due
176	250.81	Monthly, beginning 04/05/09

*The amount financed is the amount of credit provided to you or on your behalf. This amount includes any interest scheduled to be capitalized. At your request, an itemization of this amount will be provided to you under separate cover.

**The cost of your credit as a yearly rate.

***The finance charge is the dollar amount that the credit will cost you and is calculated assuming all payments are made when and as due.

The ANNUAL PERCENTAGE RATE may increase during the term of this transaction on variable rate loans if the index to the average of the bond equivalent rates reported for 91-day US Treasury Bills auctioned during the preceding calendar year increases as determined by the interest calculation formula. Any increase will take the form of higher payment amounts or more payments of the same amount.

Late Fees:

A late fee of \$10 may be charged in each month that you are more than 15 days past due on your payment schedule.

Prepayment:

At any time, this loan may be pre-paid without penalty. You will not be entitled to a refund of any part of the origination fee.

Reference:

See your promissory note for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment. In the event of default, your interest rate may be raised to 10%. This obligation has a demand feature.

No. 4196

Effective: 07/07/2008

Expires: 12/31/2009

STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY, & ECONOMIC DEVELOPMENT
Division of Corporations, Business and Professional Licensing
Big Game Commercial Services Board

Certifies that
STEPHEN J. HICKS
Is A Licensed
ASSISTANT GUIDE

Not authorized to contract a guided or outfitted big game hunt Commissioner: Emil Notti

